REQUEST FOR QUOTATION (This is NOT an Order)			This RFQ X is	is no	t a small business s	set-as	ide			Page	1 <b>Of</b> 34
1. Request No.		ate Issued	3. Requisition/Purchas	e Reo	uest No.	4. C	ert For Nat D	ef. Under BDS	SA N.	Ratin	<u> </u>
DAAE07-03-Q-S112		2003MAR17	See Sci				eg. 2 and/or D				DOA4
5A. Issued By			ME CHEST				6. Deliver by	(Date)			
TACOM AMSTA-LC-CHC			W56HZV					See So	chedule		
WARREN, MICHIGAN	N 48397-5000	l				İ	7. Delivery				
							FOB Destination	nn	X Ot	her	
5B. For Information	Call: (Name	and telephone	no.) (No collect calls)				Destination	<b>711</b>			
JOHN DENYS		586)574-658	0								
8. To: Name and Ad							9 Destination	n (Consignee a	nd addr	occ in	cluding
o. 10. Name and Au	iui ess, iliciuui	ng zip couc					Zip Code)	ii (Consignee a	ina addi	C55, 111	ciuung
							• ′				
								See Sc	chedule		
10. Please Furnish	Quotations to	IMPORTA	NT: This is a request fo	r info	ermetion and aug	tation	e furnished o	ro not offers	If you o	ro uno	ble to quote
the Issuing Office in	•		cate on this form and re								
or Before Close of B	Business		sts incurred in the prep								
( <b>Date</b> ) 2003AP	R04		e of domestic origin unluest for Quotation must				oter. Any inte	rpretations ar	ıd/or cer	tificati	ions attached
		to this Keq	uest for Quotation must	be co	inpleted by the que	ner.					
		1	1. Schedule (Include app	licabl	e Federal, State, a	nd lo	cal taxes)				
Item Number	Supplies/Services				Quantity		Unit	Unit Pr	rice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			( <b>f</b> )
		(See So	chedule)								
							1				
12. Discount For Pro	ompt Payment	t	a. 10 Calendar Days		b. 20 Calendar Da	•	c. 30 Cale	endar Days			dar Days
			%			%		%	Num	шег	Percentage
NOTE: Additional	provisions and	l representatio	ons are are not								
13. Name and Addre	ess of Quoter (	Street, City, C	County, State and		Signature of Perso	n Aut	horized to Sig	n	15. Date	e of Qu	otation
Zip Code)				· '	Quotation						
											_
					-		16. S	igner			
				a. N	ame (Type or Prin	t)		-		b. Tele	phone
									Area Co		
				c. T	itle (Type or Print)	)			Number	r	
AUTHORIZED FOR LOCAL REPRODUCTION						Stone	lard Form 18	(Rev Q-C	95)		

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#### Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 TACOM DISCLOSURE OF UNIT PRICE INFORMATION

DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of notice]

2 52.204-4016 (TACOM) TACOM-WARREN ELECTRONIC CONTRACTING

MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

3 52.215-4854 (TACOM)

PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REOUEST

JUL/2002

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 3040-00-972-2638 FSCM: 19207 PART NR: 10876213 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	81	EA	\$	\$
	NOUN: CYLINDER ASSEMBLY,A PRON: EH3A7068EH PRON AMD: 01 AMS CD: 060011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 10876213 DATE: 19-FEB-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 BTWF5V23500080 BA4KXS L BTWF00 2  PROJ CD BRK BLK PT  BTW004  DEL REL CD QUANTITY DAYS AFTER AWARD  001 41 0150				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS  (BTW004) UPS FREIGHT SERVICES INC  TEL 310 630 6341 FAX 310 630 6390  19901 SOUTH HAMILTON AVE SUITE D  TORRANCE CA 90502-1336				
	MARK FOR: FRITZ COMPANIES INC 771 WATSON CENTER ROAD CARSON CA 90745				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  002 W56HZV3041T848 W25G1U J 2				

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## Name of Offeror or Contractor:

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TIEM NO		QUANTITY	UNII	UNIT PRICE	AMOUNI
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 40 0150				
	FOB POINT: Origin				
	SHIP TO: FREIGHT ADDRESS  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
0002	FSCM: 19207 PART NR: 10876213 SECURITY CLASS: Unclassified				
0002AA	Option Quantity	81	EA	\$	\$
	NOUN: CYLINDER ASSEMBLY, A				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 10876213 DATE: 19-FEB-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001  DEL REL CD QUANTITY DEL DATE  001 81 UNDEFINITIZED				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.				

$\alpha \alpha \mathbf{N}$	THEFT		OTTEN
		A I I I I N	
		- 1 1 ( ) I 1	SHEET

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CONTRACT CL	AUSES		
4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.217-5	EVALUATION OF OPTIONS	JUL/1990
6	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
7	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
8	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
9	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
10	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
11	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
12	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
13	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
14	52.247-29	F.O.B. ORIGIN	JUN/1988
15	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
16	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
17	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
18	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
19	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
20	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		
Manufacturer's Name		
Source's Name		
Item Name		
Service		
Identification	Test Number	(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
  - (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed

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requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

			[End of Cl	ause]		
21	52.219-1	SMALL BUSINESS P	ROGRAM REPRESENTATI	ONSALTERNATE I da	ted APR 2002)	APR/2002
(a)						
(1	) The North Ame	erican Industry Classi	fication System (NA	AICS) code for this	acquisition is 336	399.
(2	) The small bus	siness size standard i	s 750.			
		siness size standard for proposes to furnish a				er than on a construction or loyees.
(b) Rep	resentations.					
(1	) The offeror r	represents as part of	its offer that it [	] is, [ ]is not,	a small business	concern.
	esents, for gene	=				(b)(1) of this provision.] The business concern as defined in
	<del>=</del>	y if the offeror reproof its offer that it [				(b)(1) of this provision.] The
		y if the offeror reproof its offer that it				(b)(1) of this provision.] The ern.
						in paragraph (b)(4) of this eteran-owned small business
		y if the offeror reproof its offer, that -	esented itself as a	a small business con	cern in paragraph	(b)(1) of this provision.] The
control, pri	BZone Small Busi	ness Concerns maintai or HUBZone employee pe	ned by the Small Bu	siness Administrati	on, and no materia	representation, on the List of change in ownership and l Business Administration in
participatin	on in paragraph		vision is accurate	of the HUBZone small	l business concern	<del>-</del>
Each HUBZone representati		concern participating	in the joint ventu	ure shall submit a s	eparate signed cop	y of the HUBZone
	() [Complete if in which its ow		tself as disadvanta	aged in paragraph (b	)(2) of this provi	sion.] The offeror shall check
	[ ] Asian-Pac Brunei, J Territory States of		s with origins from Laos, Cambodia (Kam ds (Republic of Pal conwealth of the Nor	n Burma, Thailand, M mpuchea), Vietnam, K .au), Republic of th	Malaysia, Indonesia Torea, The Philippi De Marshall Islands	nes, U.S. Trust , Federated

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

 $\mbox{Sri}$  Lanka,  $\mbox{Bhutan},$  the Maldives Islands, or  $\mbox{Nepal})\,.$ [  $\,$  ] Individual/concern, other than one of the preceding.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

22 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the

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RFQ or PO specifies F.O.B. Origin.

- (d) We hereby specify that the required F.O.B. point for this acquisition is Origin.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

23 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES JUL/2002 (TACOM)

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
  - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (NT).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
  - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or

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pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - (d) Submittal Procedures for ECPs/VECPs/RFDs.
    - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
    - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (mccauleg@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (i) Ouestions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

24 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

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- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-B-5687, MIL-C-53072.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

25 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY APR/1997 (TACOM)

- (a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 81 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 365 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

26 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS AUG/1994 (TACOM)

- (a) Specification TT-C-490, which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.
- (b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.
- (c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

27 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 150 days after the date of award. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: at no additional cost to the Government.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

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#### Name of Offeror or Contractor:

(TACOM)

(b)	ONTRACTOR'S PROPOSED SCHEDULE:	
IS WAIVED.	1) I WILL START DELIVERIES DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, DAYS AFTER AWARD IF FIRST ARTICLE TES	ЗT
OF	2) I WILL DELIVER A QUANTITY OF UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM JNITS EVERY 30 DAYS.	
ATTENTION SHIPMENT.	IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE	
	[End of Clause]	
28	52.246-4053 USE OF MIL-STD 1916 JAN/2001	

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

29 52.204-3 TAXPAYER IDENTIFICATION

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN: \_\_\_\_\_\_.
    - \* TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - \* Offeror is an agency or instrumentality of a foreign government;
  - $^{\star}$  Offeror is an agency or instrumentality of a Federal Government;
  - \* Other. State basis.\_\_\_\_\_

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Name	of (	Offeror	or C	ontra	ctor:

(e) Type	of organization.				
* S	ole proprietorship	o;			
* P	artnership;				
* C	orporate entity (1	not tax-exempt):			
* C	orporate entity (	tax-exempt):			
* G	overnment entity	(Federal, State, or local);			
* F	oreign government	;			
* I	nternational organ	nization per 26 CFR 1.6049-4;			
* 0	ther	·			
(f) Comm	on Parent.				
* 0	fferor is not owne	ed or controlled by a common p	arent as defined in paragraph	(a) of this provision.	
* N	ame and TIN of cor	mmon parent:			
N	ame				
Т	IN				
		[En	d of Provision]		
30	52.207-4	ECONOMIC PURCHASE QUANTITY	SUPPLIES	AUG/1987	
		to state an opinion on whethe is (are) economically advanta		es on which bids, proposals, or	quotations are
conomic purc	hase quantity. In	f different quantities are rec	ommended, a total and a unit p ficant price break occurs. If	re advantageous is invited to re orice must be quoted for applica there are significant price br	able items. An
		OFFERO	R RECOMMENDATION		
			PRICE		
	ITEM	QUANTITY	QUOTATION	TOTAL	
				ions in disadvantageous quantit Nowever, the Government reserves	

amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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Name of	Offeror or	<b>Contractor:</b>

The offer	or repr	esents that	
(1)	It [ [	] has ] has not	
participated i	in a pre	vious contract or subcontract subject to the EQUAL OPPORT	CUNITY clause of this solicitation;
(2)	It [	] has ] has not	
filed all requ	uired co	mpliance reports; and	
(3) before subcont			eports, signed by proposed subcontractors, will be obtained
		[End of Provision]	
32	52.22	2-25 AFFIRMATIVE ACTION COMPLIANCE	APR/1984
The offer	or repr	esents that	
(1)		] has developed and has on file ] has not developed and does not have on file,	
at each establ	lishment	, affirmative action programs required by the rules and $\boldsymbol{r}$	regulations of the Secretary of Labor (41 CFR 60-1 and 60-
		has not previously had contracts subject to the writte cretary of Labor.	en affirmative action programs requirement of the rules and
		[End of Provision]	
33	52.24	7-60 GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
packaged separ furnish suffice evaluation will or in the absorbased on the a the contract p	cately. cient dan ll be bas ence the actual sh price sh	ta in subparagraph (a)(1) of this clause, to permit deter	on costs for evaluation purposes. If the offeror does not remination by the Government of the item shipping costs, eror whose offer produces the highest transportation costs actual transportation costs. If the item shipping costs, used for evaluation purposes, the Contractor agrees that even the transportation costs actually incurred, and the
(1)	To be	completed by the offeror:	
	(i)	Type of "Outer" container: Wood Box [ ], Fiber Box [ Other (Specify)	], Barrel [ ], Reel [ ], Drum [ ],
	(ii)	Shipping configuration: Knocked-down [ ], Set-up [	, Nested [ ], Other (specify);
	(iii)	Size of outer container: inches (Length), x = Cubic FT;	inches (Width), x inches (Height)
	(iv)	Number of items per outer container Each;	
	(v)	Gross weight of outer container and contents	LBS
	(vi)	Palletized/skidded [ ] Yes [ ] No;	
	(vii)	Number of outer containers per pallet/skid;	

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;

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from

Name of Offe		
	ror or C	ontractor:
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
*Number of a	amploto	units (contract line item) to be shipped in carrier's equipment.
(2)		completed by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Item;
actual shippi		[End of Clause]
34	252.2	[End of Clause]  25-7035 BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998  ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE
34 (a) Def:	initions ings giv	25-7035 BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  1. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end producten in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program
(a) Definate the means clause of this (b) Evaluation Requisition Requalifying con	initions ings giv s solici luation. egulatio	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  The country and product, and qualifying country and product and in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal on Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of
(a) Definate the means clause of this (b) Evaluation Requisition Requalifying con	initions ings giv s solici luation. egulatic untry en lance of	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  To Domestic end product, "foreign end product," "NAFTA country end product," and "qualifying country end product en in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal on Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of ad products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Payments Program.
(a) Definate the means clause of this (b) Evaluation Requisition Requalifying contact or the Basi	initions ings giv s solici luation. egulatic untry en lance of	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  To Domestic end product, "foreign end product," "NAFTA country end product," and "qualifying country end product en in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal on Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of ad products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Payments Program.
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(a) Definave the means clause of this (b) Evaluation Regualifying contact or the Ball (c) Cert	initions ings giv s solici luation. egulatic untry en lance of tificati The of	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  To Domestic end product, " "foreign end product," "NAFTA country end product," and "qualifying country end producten in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal on Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of ad products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy Americal Payments Program.  Ons.  Eferor certifies that- Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end
(a) Definave the means clause of this (b) Eval Acquisition Requalifying confect or the Ball (c) Cert	initions ings giv s solici luation. egulatic antry en lance of tificati The of (i) F F (ii)	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998  ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end producten in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal on Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of a products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Payments Program.  Ons.  Iferor certifies that-  Cach end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and  Components of unknown origin are considered to have been mined, produced, or manufactured outside the
(a) Definate the means clause of this (b) Evaluation Requalifying confect or the Ball (c) Certification (1)	initions ings giv s solici luation. egulatic untry en lance of tificati The of (i) F (ii) The Of	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998  ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal in Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of ad products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy Americal Payments Program.  Ons.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal in Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of a payments Program.  Ons.  Offers will be evaluated without regard to the restrictions of the Buy Americal Payments Program.  Ons.  Offeror certifies that-  Cach end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and  Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(a) Definate the means clause of this (b) Evaluation Requalifying confect or the Ball (c) Certification (1)	initions ings giv s solici luation. egulatic untry en lance of tificati The of (i) F (ii) The Of	BUY AMERICAN ACTNORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998  ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE  "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product in the Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program tation.  Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal in Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of ind products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy Americal Payments Program.  Ons.  Ons.  Ons.  Occupance of Payments Program and Product Products of Part 225 of the Defense Federal in Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of a products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy Americal Payments Program.  Ons.  Occupance of Payments Program and Products Products of Part 225 of the Defense Federal in Supplementation Act, offers of Payments Program and Products of Part 225 of the Defense Federal in Supplementation Act, offers of Payments Program and Products Program and Products Payments Program and Products of Payments Program and Products of Payments Program and Products Program

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Name of Offeror or Contractor:

3		(insert	line item number)
4		(insert	country of origin)
(iii) The following	supplies are other foreign end products:		
5		(insert	line item number)
6		(insert	country of origin)

[End of Provision]

35 252.225-7036 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998 ACT--BALANCE OF PAYMENTS PROGRAM

- (a) Definitions. As used in this clause-
  - (1) "Components" means those articles, materials, and supplies directly incorporated into end products.
  - (2) "Domestic end product" means-
    - (i) An unmanufactured end product that has been mined or produced in the United States; or
- (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-
  - (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
  - (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).
  - (4) "Foreign end product" means an end product other than a domestic end product.
  - (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
  - (6) "NAFTA country end product" means an article that-
    - (i) Is wholly the growth, product, or manufacture of a NAFTA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
  - (8) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

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- (9) "Qualifying country end product" means-
  - (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.
- (c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product.
- (d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

[End of Clause]

36 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS MAR/1998

- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-
  - (1) Directly with a foreign concern as a prime contract; or
  - (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
  - (d) The Contractor warrants that-
- (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
- (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.
- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

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#### Name of Offeror or Contractor:

- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
  - (1) Consign the shipments to the appropriate-
    - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
    - (ii) Military installation; and
  - (2) Include the following information-
    - (i) Prime contract number, and delivery order if applicable;
    - (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
    - (iii) Identification of carrier;

(iv)

- (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT,
  DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter
  VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment
  at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR
  part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs
  Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs
  Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
  - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
  - (g) Preparation of customs forms.
- (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
  - (h) The Contractor agrees-
- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
  - (2) To consign the shipment as specified in paragraph (f) of this clause; and
  - (3) To mark the exterior of all package as follows:
    - (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

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Name of Offeror or Contractor:

- (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;
  - (5) Foreign supplier's name and address;
  - (6) Number of the subcontract/purchase order for eligible end products;
  - (7) Total dollar value of the subcontract for eligible end products;
  - (8) Expiration date of the subcontract for eligible end products;
  - (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
  - (11) The scheduled delivery date(s).

[End of Clause]

- 37 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002
- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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#### Name of Offeror or Contractor:

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;

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Name of Offeror or Contractor:

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

38 52.204-4005 R

REQUIRED USE OF ELECTRONIC CONTRACTING

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(TACOM)

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
    - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
    - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
  - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

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(TACOM)

39	52.204-4007 (TACOM)	OFFEROR'S DATAFAX NUMBE	R, E-MAIL ADDRESS,	AND CAGE CODE		MAY/2000	
(a)	If you have a company	data fax number, please ]	provide it on the	following line:_			
		Internet address that we he complete e-mail address			=	= =	
(c)	Provide your CAGE (Co	ntractor And Government E	ntity) code here:				
			[End of Provision	1			
40	52.204-4009	MANDATORY USE OF CONTRA	CTOR TO GOVERNMENT	ELECTRONIC COMM	UNICATION	JUN/1999	

- All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

52.211-4008 DRAWING LIMITATIONS NOV/2002 41 (TACOM)

- (a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

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#### Name of Offeror or Contractor:

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

42 52.211-4016 TT-C-490, TYPE I, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC OCT/2002

- (a) If the technical data package requires the use of a TT-C-490, Type I, pretreatment system, the process including primer application must be approved by the procuring activity prior to use. All approved facilities have been provided a letter of system approval which identifies the specific phosphate chemical system and the limitations/exceptions authorized. These approval letters must be dated no later than January 1989. Letters of approval which do not identify the chemical system are limited to approval on a specific contract only and do not have carte blanc approval. Approvals are substrate specific. The default qualification is low carbon steel. Heat treated, low alloy steel and galvanized steels require special qualification.
- (b) Any zinc phosphate application facility requesting approval must submit the procedure to TACOM, ATTN: AMSTA-TR-E/267 for review at least 35 days before planned start-up. The procedure must identify the prime contractor and the contract number. The procedure must contain all the elements required per paragraph 3.2 of TT-C-490. A qualification audit will be arranged with the facility. The facility must demonstrate its ability to perform all required process control tests and operate successfully within its designated operating parameters.
- (c) If the contractor cannot find a capable facility within his area, he can contact TACOM Materials Engineering at (586) 574-5083 for a partial list of approved facilities. Not all geographic areas are represented in the listing. The approved facility is required to perform all process control tests noted in the specification.
- (d) For all TT-C-490, Type I facilities, the sentence "Sampling may then be reduced to one sample twice per week" in paragraph 4.2.8 of TT-C-490 is deleted and replaced with the following " Sampling for production control is required with the testing of two phosphated and primed specimens per month for each solvent-borne primer used and two specimens every two months for electrocoat primers".

  (End of clause)
  - 43 52.211-4021 WELDING SYMBOLS CLARIFICATION OF GROOVE WELDING SYMBOL APR/1995 (TACOM)

You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

[End of Clause]

44 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001 (TACOM) (CARC) ON METALLIC SURFACES

(a) <u>Application</u>: MIL-C-46168 MIL-C-53039 MIL-PRF-22750

(b) <u>End-Item Paint Inspection</u>: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a <u>lot</u> shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test.

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The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.
- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.
- (d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

#### (e) Test Methods:

- (1) <u>Film Thickness</u>. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
- (2) <u>Scribe Tape Test</u>. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
- (i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

#### (f) <u>Interpretation of Test Results</u>

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

#### FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2

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MIL-C-53039

1.8 - 3.2

\*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

45 52.211-4036 FORMAT OF THE (TACOM)

FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

 ${\tt USATACOM}$ 

AMSTA-CM-CDD (TDP Requests)

Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

52.211-4047

NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL  $\,$ 

APR/2000

(TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

47 52.211-4052 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA JAN/1984 (TACOM) REOUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

48 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES FEB/1994

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

49 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001 (TACOM)

- (a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:
  - (1) current or previous certification as an AWS Certified Welding Inspector; or
  - (2) current or previous certification by the Canadian Welding Bureau (CWB); or

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(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command ATTN: AMSTA-TR-E/Materials
Warren, MI 48397-5000

[End of Clause]

50 52.213-4007 QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS) FEB/1998 (TACOM)

(a) As part of this quotation, we represent as the quoter that we--

[ ] Do [ ] Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

51 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR DEC/2002 (TACOM) QUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
  - (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label

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any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).

- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

52 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

53 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system

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administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

54 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING (TACOM)

MAY/2000

DEC/1993

- (a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
- (b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

- 55 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
  (TACOM)
- (a) Definitions.
- (1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - (i) chlorofluorocarbon-11 (CFC-11)
  - (ii) chlorofluorocarbon-12 (CFC-12)
  - iii) chlorofluorocarbon-13 (CFC-13)
  - (iv) chlorofluorocarbon-111 (CFC-111)
  - (v) chlorofluorocarbon-112 (CFC-112)
  - (vi) chlorofluorocarbon-113 (CFC-113)
    (vii) chlorofluorocarbon-114 (CFC-114)
  - (vii) chlorofluorocarbon-114 (CFC-114)
    (viii) chlorofluorocarbon-115 (CFC-115)
  - (ix) chlorofluorocarbon-211 (CFC-211)
  - (x) chlorofluorocarbon-212 (CFC-212)
  - (xi) chlorofluorocarbon-213 (CFC-213)
  - (xii) chlorofluorocarbon-214 (CFC-214)
  - (xiii) chlorofluorocarbon-215 (CFC-215)
  - (xiv) chlorofluorocarbon-216 (CFC-216)
  - (xv) chlorofluorocarbon-217 (CFC-217)
  - (xvi) halon-1211
  - (xvii) halon-1301
  - (xviii) halon-2402
  - (xix) carbon tetrachloride
  - (xx) methyl chloroform
  - (xxi) Methyl bromide
  - $(\texttt{xxii}) \qquad \texttt{hydrobromofluorocarbons} \ (\texttt{HBFCs})$
  - (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

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[ ] have [ ] have not

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Substitute

we--

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#### Name of Offeror or Contractor:

- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:
    - During our review of the specification or technical data package in this solicitation, we- have

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

(2) Further, in our review of the specification or technical data package in this solicitation	,

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute <u>Available?</u>

- (e) Offerors who check <u>have</u> in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked <u>have</u> in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
  - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- --The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.
- (g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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[End of Provision]

56 52.246-4005 (TACOM)

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant:	
	(Name and Address)
Subcontractor's Plant:	
	(Name and Address)

[End of Clause]

57 52.246-4019 VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS (TACOM)

MAR/2001

- (a) Application: MIL-STD-1261
- (b) Scope:
- (1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.
- (2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.
  - (c) <u>Discontinuities:</u>
- (1) <u>Cracks</u> A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone. No cracks are allowed
- (2) <u>Porosity</u> Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.
  - (i) Maximum pore size shall be 1/16 inch.
  - (ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).
  - (3) Overlap Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.
    - (i) A radiused tie-in must exist with the parent metal.
    - (ii) The overlap condition must not exceed 10% of the total weld length.
- (4) <u>Slag Inclusion</u> Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes. No slag inclusions are allowed.
- (5) <u>Undercut</u> Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.
  - (i) For base materials .25 inch and less in thickness, no undercutting is permitted.
  - (ii) For base materials greater than .25 inch thickness:

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- (A) The maximum depth of undercut shall be 1/32 inch.
- (B) The undercut must have a width not less than twice the depth.
- (C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

#### (d) Weld Size:

- (1) Fillet Welds:
  - (i) Fillet welds shall be measured using fillet weld gages.
  - (ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
  - (iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.
- (2) Groove Welds: No underfill is allowed.

[End of Clause]

58 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR / 2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

59 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT FEB/2002 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and

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(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

60 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

	Offe:	or represents that:		
	(1)	Facilities for shipping by rail		
		[ ] are [ ] are not		
available	at tl	ne F.O.B. point(s) stated in this solicitation	n.	
	(2)	If rail facilities are not available at the H	F.O.B. $point(s)$ , the name and location of	the nearest team track is:
		(NAME)	(LOCATION)	
	(3)	Facilities for shipping by water		
		[ ] are [ ] are not		
available	at tl	ne F.O.B. point(s) stated in this solicitation	n.	
	(4)	Facilities for shipping by motor		
		[ ] are [ ] are not		

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit MOTOR:\_\_\_\_\_/Unit WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.
- (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

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61 52.247-4015 EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) MAR/2002 (TACOM)

- (a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the same manner as we calculated the cost for the basic quantity.
- (b) Where only one basic quantity destination is identified, we will base our evaluation of transportation costs for the option quantity to that destination. Where two or more basic quantity destinations are identified, we will evaluate the option using the same ratio as the basic quantity.

[End of Provision]

62 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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Addenda	Title	Date	of Pages	Transmitted By

Attachment 001 TDP ON WEB